

AG Contract No. KR04-0801TRN  
ADOT ECS File No. JPA 03-135  
Project No.: STP-202-C (009) B  
Section: Santan Freeway (SR 202L),  
Gilbert Road to Frye Road  
TRACS No.: H5912 01C  
BUDGET SOURCE ITEM # 80305

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA,  
AND  
THE TOWN OF GILBERT

THIS AGREEMENT is entered into 28 October, 2004, pursuant to the Arizona Revised Statutes, Section 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF GILBERT, acting by and through its MAYOR and TOWN COUNCIL (the "Town")

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Town is empowered by Arizona Revised Statutes Section 9-240 to enter into this Agreement and has by Council action, a copy of which is attached hereto and made a part hereof, approved this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.
3. In addition to the State's Santan Freeway (SR 202L) construction project (the State's Project), the Town requests the State to incorporate Improvements (the Town Improvements) into the State's Project from Frye Gilbert Road to Frye Road. The following items listed below (a-g) include the Town's requested Improvements:

- a) Construct a 20-inch waterline in 36-inch sleeve in Val Vista Drive;
- b) Install Optical Pre-emption equipment at Val Vista Drive and Greenfield Road interchanges;
- c) Incorporate architectural details into the structures at Lindsay Road, Val Vista Drive, Pecos Road and Greenfield Road;
- d) Construct and paint pedestrian bridge fence and railings at Val Vista Drive and Pecos Road;
- e) Install fencing along Multi-use trail from Lindsay Road to Val Vista Drive;
- f) Construct multi-use trail along south right-of-way line from Lindsay Drive to Val Vista Drive;
- g) Widening the Val Vista structure and approaching roadways to accommodate dual left turn lanes (at a 50/50 cost split with the Town), as shown on Exhibit A, attached hereto and made a part hereof.

The Town's cost contribution for their requested Improvements listed above are estimated at \$811,181.75.

4. At no time is the State to be considered the owner of, operator of, or locator for, the Town's waterline as referenced in Article 1.3.a. of the Recitals herein.

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NO. 27186  
Filed with the Secretary of State  
Date Filed: 10/28/04

Jenice K. Grenewald  
Secretary of State

By: Jenice K. Grenewald

5. The parties herein agree to and acknowledge the following conditions: 1) The amounts referenced in this Agreement are subject to change and can change substantially; 2) Both parties will perform their responsibilities consistent with the Agreement; 3) Any changes to the related items listed in Exhibits A, will only occur with the mutual Agreement of the Town and the State.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

## **II. SCOPE OF WORK**

1. The State will:

a. On behalf of the Town, agree to incorporate the items referenced in Article I 3. of the Recitals into the State's Project. Proceed to advertise for, receive and open bids, award and enter into a construction contract(s) for the construction of the State's Project.

b. Within thirty-days (30) of execution of this Agreement, invoice the Town for the estimated amount of \$811,181.75, for the cost of construction as described in Exhibit A. In addition to the construction costs, the Project costs reflected in Exhibit A include fixed rates for: maintenance of traffic (0.5%); construction survey and layout (1%); contractor quality control, including testing (1%); mobilization (10%); construction engineering and administration (14%); and design engineering administration (5%)

c. Award one or more construction contract(s) upon receipt of the estimated Town's cost, as referenced in article 1 3. of the Recitals, and will obtain the appropriate approvals and clearances.

d. Coordinate with the Town's inspectors during the construction of the State's Project.

e. Make all payments to the construction contractor(s) in accordance with the documents and ensure that no progress payments are made unless the State determines the construction work has progressed to the percent completion represented by the progress payment and the construction schedule

f. The State shall reimburse the Town for the design cost of the Pecos Road detour estimated at \$18,900.00 and pay for the development service fee for the Val Vista Drive pump station currently estimated at \$15,000.00 as shown in Exhibit A

g. Confer and obtain written consent from the Town on any related design and construction modifications or change orders to the construction contract(s) involving increases to the Town's Improvements

h. Upon completion and acceptance of the Town's Improvements, perform the final inspection and notify Town in writing that the Town's been constructed in accordance with the proper documents. Provide the Town a recapitulation of the Town's Improvement final costs, along with an invoice or reimbursement, for the difference between the estimated cost paid by the Town and the actual costs for the Town's Improvements, including all fixed rates outlined in Exhibit A.

2. The Town will:

a. Be responsible for the actual cost of the Town's Improvements, estimated at \$811,181.75, including fixed rates for: maintenance of traffic (0.5%); construction survey and layout (1%); contractor quality control, including testing (1%); mobilization (10%); construction engineering and administration (14%); and design engineering administration (5%), as described in Exhibit A

b. Upon execution of this Agreement and within thirty (30) days of receipt and approval of an invoice from the State, deposit the estimated amount of \$811,181.75 with the State, as shown in Exhibit A. The actual cost of the Town's Improvements shall be determined upon completion of construction.

c. Review documents and provides comments as necessary. Be responsible for all design consultant and/or contractor claims for extra compensation due to delays or whatever reason, attributable to the Town including additional funds to complete the Town's Improvement, provided however, that Town is not responsible for the costs of delays caused by State.

d. Be responsible for providing electric power to the lighting at Val Vista Drive and Pecos Road; provide maintenance and painting of the pedestrian fencing at Val Vista Drive and Pecos Road Bridges. Provide maintenance for the fencing along the Multi-use trail from Lindsay Road to Val Vista Drive, 20" waterline, optical pre-emption equipment, auto-scope cameras and traffic signals.

e. Upon completion and acceptance by both parties, the Town will provide proper maintenance for the Town's requested improvements of items listed in Article 1.3. of the Recitals a, b, c, d, e and f. Should the Town default on maintenance of items a, b ,c, d, e and f as described in Article 1.3. of the Recitals, the Town shall be obligated to restore said elements to the State standards.

f. Obtain an Encroachment Permit through the State's Phoenix Maintenance Permits District Office for all planned maintenance work within the State's Control of Access.

g. Should the Town withdraw its proposed plans for whatever reason, be responsible for all costs incurred by the State up to the time of withdrawal, unless the reason for the Town's cancellation is due to the State's failure to comply with its obligations herein

h. Agrees that any damages or injuries to any person or property whatsoever arising from the use or maintenance of the multi-use trail shall be solely the liability and responsibility of the Town. The Town agrees to indemnify and hold harmless the State for any vicarious liability as a result of entering into this Agreement. The Town furthr agrees to indemnify and hold harmless the State, any of its departments, agencies, officers or employees from any and all loss, cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance or negligent performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, the Town or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees, shall include in the event of any action, court costs, expenses of litigation or attorney's fees.

### **III. MISCELLANEOUS PROVISIONS**

1. Except as stated in II.2.h above, each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees), hereinafter collectively referred to as "claims", arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents employees, or volunteers.

2. This Agreement shall remain in force and effect until completion of the Project and said payments or reimbursements; provided, however, that this Agreement, except any provisions herein for maintenance, and electrical power by the Town as referenced in II.2.e. shall be perpetual, may be cancelled at any time prior to the advertisement of a Project construction contract, upon thirty (30) days written notice to the other party.

3. This Agreement shall become effective upon filing with the Secretary of State
4. This Agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.
5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this Agreement

6. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to the Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona are incorporated herein by reference regarding "Non-Discrimination".

7. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. The funds deposited with the State pursuant to Paragraph 2b shall only be used for the purposes of this Agreement.

8. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

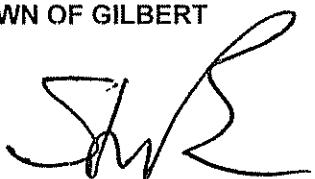
Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, Arizona 85007  
FAX: 602 712-7424

Town of Gilbert  
Town Manager  
50 East Civic Center Drive  
Gilbert, Arizona 85296

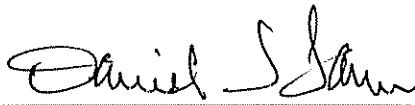
10. In accordance with Arizona Revised Statutes Section 11-952, (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**TOWN OF GILBERT**

By   
STEVEN M. BERMAN  
Mayor

**STATE OF ARIZONA**  
Department of Transportation

By:   
DANIEL S. LANCE, P.E.  
Deputy State Engineer

ATTEST

By   
CATHY TEMPLETON  
Town Clerk

ATTORNEY APPROVAL FORM

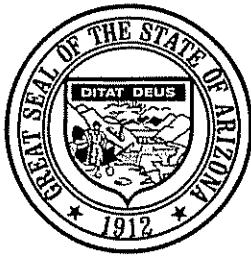
FOR THE TOWN OF GILBERT

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the TOWN OF GILBERT, an agreement among public agencies, which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954, and declare this agreement to be in proper form and within the powers and authority granted to the TOWN under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 7 day of September, 2004.



Attorney



**ATTORNEY GENERAL  
CIVIL DIVISION  
TRANSPORTATION SECTION**

**MEMORANDUM**

Jeffrey T. Murray  
Assistant Attorney General

Direct: (602) 542-8859  
Fax: (602) 542-3646

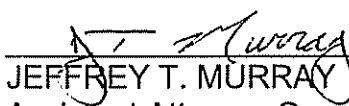
**INTERGOVERNMENTAL AGREEMENT  
DETERMINATION**

A.G. Contract No. KR04-0801RN (**JPA 03-135**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED October 19, 2004.

TERRY GODDARD  
Attorney General

  
\_\_\_\_\_  
JEFFREY T. MURRAY  
Assistant Attorney General  
Transportation Section

JTM:dgr  
Attachment  
872266

**EXHIBIT "A"**  
**SUMMARY OF IGA COSTS**

**SANTAN FREEWAY SR202L (GILBERT ROAD TO FRYE ROAD)  
DESCRIPTION AND COST OF PAY ITEMS FOR THE TOWN OF GILBERT**

ITEM	DESIGN	COST			DESCRIPTION
		R/W	CONSTRUCTION	TOTAL	
1 NEW WATERLINE AND SLEEVE IN VAL VISTA	\$18,900.00	\$0.00	\$453,807.00	\$472,707.00	TOG requested a 20" waterline in 36" sleeve in Val Vista Drive across SR 202L.
2 TRAFFIC SIGNAL ITEMS	\$0.00	\$0.00	\$13,534.00	\$13,534.00	The TOG requested that ADOT provide and install pre-emption equipment and internally illuminated street name signs for the Val Vista Drive and Santan Village Parkway TI Signals.
3 BRIDGE FENCING	\$0.00	\$0.00	\$10,000.00	\$10,000.00	TOG requested modified and painted pedestrian bridge fence on Val Vista Drive and Pecos Road bridges. Lump sum amount of \$5000 per bridge.
4 ACCESS CONTROL FENCING	\$0.00	\$0.00	\$0.00	\$0.00	TOG requested the use of special fence along the ped trail from Lindsay Road to Val Vista Drive. Credit given for ADOT fence not being installed in lieu of this special fence. Allowance also given for ADOT fence that is not being installed in lieu of developer walls being installed at access control locations.
5 TRAIL SYSTEM	\$0.00	\$0.00	\$205,426.75	\$205,426.75	TOG requested a trail system be incorporated into the project along the south R/W line from Basin 'O' to Val Vista Drive.
6 WIDENING VAL VISTA FOR DUAL SB LEFT TURNS	\$0.00	\$10,000.00	\$118,414.00	\$128,414.00	Widen Val Vista Drive roadway and bridge to accommodate dual SB left turn lanes. TOG's share is 50% of total costs.

**EXHIBIT "A"**  
**SUMMARY OF IGA COSTS**

**SANTAN FREEWAY SR202L (GILBERT ROAD TO FRYE ROAD)  
DESCRIPTION AND COST OF PAY ITEMS FOR THE TOWN OF GILBERT**

ITEM	DESIGN	COST		DESCRIPTION
		R/W	CONSTRUCTION	
7 ARCHITECTURAL DETAILS	\$0.00	\$0.00	\$15,000.00	\$15,000.00 TOG requested architectural details be incorporated for the Lindsay Road, Val Vista Drive, Pecos Road, and Santan Village Parkway Bridges and the Basin P spillway. Lump sum of cost based on \$1/sf of wall surface.
8 PECOS ROAD DETOUR	(\$18,900.00)	\$0.00	\$0.00	(\$18,900.00) Design cost for Pecos Road Detour.
9 DEVELOPMENT SERVICE FEE - VAL VISTA PUMP STATION	\$0.00	\$0.00	(\$15,000.00)	(\$15,000.00) Fee assessment to ADOT by TOG for establishing water service for the Val Vista Drive Pump Station.
<b>ITEM 1-9 TOTAL:</b>	<b>\$0.00</b>	<b>\$10,000.00</b>	<b>\$801,181.75</b>	<b>\$811,181.75</b>

**EXHIBIT "A"**  
**ITEM 1 IGA COST BACKUP**

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	<b>ITEM 1 - NEW WATERLINE AND SLEEVE IN VAL VISTA</b>				
2					
3	<b>VAL VISTA DRIVE (36" SLEEVE WITH 20" WATERLINE)</b>				
4	8080541 PIPE (BLACK STEEL) (36")	L.FT.	795	\$115.00	\$91,425.00
5	8080991 WATER MAIN (20") (TOG) (VAL VISTA DRIVE)	L.FT.	2,200	\$120.00	\$264,000.00
6					
7	<b>SUBTOTAL ITEM 1 - NEW WATERLINE AND SLEEVE IN VAL VISTA</b>				<b>\$355,425.00 (A)</b>
8	MAINTENANCE OF TRAFFIC SHARE <sup>1</sup>	L.SUM	1	1.5% of (A)	\$0.00
9	CONSTRUCTION SURVEYING AND LAYOUT SHARE <sup>2</sup>	L.SUM	1	1% of (A)	\$3,554.00
10	CONTRACTOR QUALITY CONTROL SHARE <sup>3</sup>	L.SUM	1	1% of (A)	\$3,554.00
11	MOBILIZATION SHARE <sup>4</sup>	L.SUM	1	10% of (A)	\$35,543.00
12	<b>SUBTOTAL CONSTRUCTION COST</b>				<b>\$398,076.00 (B)</b>
13	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION <sup>5</sup>			14% of (B)	\$55,731.00
14	DESIGN ENGINEERING				\$18,900.00 (C)
15	5% ENGINEERING ADMINISTRATION <sup>6</sup>			5% of (C)	\$0.00
16	<b>TOTAL ITEM 1 - NEW WATERLINE AND SLEEVE IN VAL VISTA</b>				<b>\$472,707.00</b>

Notes:

1. Maintenance of Traffic does not apply to this item of work.
2. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the Town's items.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the Town's items.
4. Mobilization was calculated on a percentage basis (10.0% fixed rate) of the construction cost of the Town's items.
5. Construction Engineering and Administration is calculated on a percentage basis (14.0% fixed rate) of the Town's construction cost.
6. Engineering Administration does not apply to this item of work.

**EXHIBIT "A"**  
**ITEM 2 IGA COST BACKUP**

Item No	Item Description	Unit	Quantity	Unit Price	Amount
<b>ITEM 2 - TRAFFIC SIGNAL ITEMS</b>					
1					
2	ELECTRICAL SYSTEM (INSTALL INTERNALLY ILLUMINATED STREET SIGN)	EACH	3	\$200.00	\$600.00
3	ELECTRICAL SYSTEM (PRE-EMPTION UNIT)	EACH	2	\$5,000.00	\$10,000.00
4	<b>SUBTOTAL ITEM 2 - TRAFFIC SIGNAL ITEMS</b>				<b>\$10,600.00 (A)</b>
5	MAINTENANCE OF TRAFFIC SHARE <sup>1</sup>	L.SUM	1	1.5% of (A)	\$0.00
6	CONSTRUCTION SURVEYING AND LAYOUT SHARE <sup>2</sup>	L.SUM	1	1% of (A)	\$106.00
7	CONTRACTOR QUALITY CONTROL SHARE <sup>3</sup>	L.SUM	1	1% of (A)	\$106.00
8	MOBILIZATION SHARE <sup>4</sup>	L.SUM	1	10% of (A)	\$1,060.00
9	<b>SUBTOTAL CONSTRUCTION COST</b>				<b>\$11,872.00 (B)</b>
10	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION <sup>5</sup>			14% of (B)	\$1,662.00
11	DESIGN ENGINEERING				\$0.00 (C)
12	5% ENGINEERING ADMINISTRATION <sup>6</sup>			5% of (C)	\$0.00
13	<b>TOTAL ITEM 2 - TRAFFIC SIGNAL ITEMS</b>				<b>\$13,534.00</b>

Notes:

1. Maintenance of Traffic does not apply to this item of work.
2. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the Town's items.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the Town's items.
4. Mobilization was calculated on a percentage basis (10.0% fixed rate) of the construction cost of the Town's items.
5. Construction Engineering and Administration is calculated on a percentage basis (14.0% fixed rate) of the Town's construction cost.
6. Engineering Administration does not apply to this item of work.

**EXHIBIT "A"**  
**ITEM 3 IGA COST BACKUP**

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	<b>ITEM 3 - BRIDGE FENCING</b>				
2	VAL VISTA DRIVE AND PELOS ROAD BRIDGES <sup>7</sup>	PER BRIDGE	2	\$5,000.00	\$10,000.00
3	<b>SUBTOTAL ITEM 3 - BRIDGE FENCING</b>				<b>\$10,000.00 (A)</b>
4	MAINTENANCE OF TRAFFIC SHARE <sup>1</sup>	L.SUM	1	1.5% of (A)	\$0.00
5	CONSTRUCTION SURVEYING AND LAYOUT SHARE <sup>2</sup>	L.SUM	1	1% of (A)	\$0.00
6	CONTRACTOR QUALITY CONTROL SHARE <sup>3</sup>	L.SUM	1	1% of (A)	\$0.00
7	MOBILIZATION SHARE <sup>4</sup>	L.SUM	1	10% of (A)	\$0.00
8	<b>SUBTOTAL CONSTRUCTION COST</b>				<b>\$10,000.00 (B)</b>
9	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION <sup>5</sup>			14% of (B)	\$0.00
10	DESIGN ENGINEERING				\$0.00 (C)
11	5% ENGINEERING ADMINISTRATION <sup>6</sup>			5% of (C)	\$0.00
12	<b>TOTAL ITEM 3 - BRIDGE FENCING</b>				<b>\$10,000.00</b>

Notes:

1. Maintenance of Traffic does not apply to this item of work.
2. Construction Surveying and Layout does not apply to this item of work.
3. Contractor Quality Control does not apply to this item of work.
4. Mobilization does not apply to this item of work.
5. Construction Engineering and Administration does not apply to this item of work.
6. Engineering Administration does not apply to this item of work.
7. Additional cost over the standard ADOT fence and painting. Lump sum fixed cost of \$50000 per bridge.

**EXHIBIT "A"**  
**ITEM 4 IGA COST BACKUP**

Item No	Item Description	Unit	Quantity	Unit Price	Amount
<b>ITEM 4 - ACCESS CONTROL FENCING</b>					
2					
3	9030008 FENCE (TOG)	L.FT.	5,978	\$10.00	\$59,780.00
4	FENCE CREDIT (TOG FENCE LOCATIONS) <sup>7</sup>	L.FT.	(5,978)	\$7.00	(\$41,846.00)
5	FENCE ALLOWANCE (DEVELOPER BLOCK WALL LOCATIONS) <sup>8</sup>	L.FT.	(5,124)	\$3.50	(\$17,934.00)
6	<b>SUBTOTAL ITEM 4 - ACCESS CONTROL FENCING</b>				<b>\$0.00</b>
7	MAINTENANCE OF TRAFFIC SHARE <sup>1</sup>	L.SUM	1	1.5% of (A)	\$0.00
8	CONSTRUCTION SURVEYING AND LAYOUT SHARE <sup>2</sup>	L.SUM	1	1% of (A)	\$0.00
9	CONTRACTOR QUALITY CONTROL SHARE <sup>3</sup>	L.SUM	1	1% of (A)	\$0.00
10	MOBILIZATION SHARE <sup>4</sup>	L.SUM	1	10% of (A)	\$0.00
11	<b>SUBTOTAL CONSTRUCTION COST</b>				<b>\$0.00</b>
12	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION <sup>5</sup>			14% of (B)	\$0.00
13	DESIGN ENGINEERING				\$0.00
14	5% ENGINEERING ADMINISTRATION <sup>6</sup>			5% of (C)	\$0.00
15	<b>TOTAL ITEM 4 - ACCESS CONTROL FENCING</b>				<b>\$0.00</b>
16	<b>NET TOTAL ITEM 4 - ACCESS CONTROL FENCING</b>				<b>\$0.00</b>

Notes:

1. Maintenance of Traffic does not apply to this item of work.
2. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the Town's items.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the Town's items.
4. Mobilization was calculated on a percentage basis (10.0% fixed rate) of the construction cost of the Town's items.
5. Construction Engineering and Administration is calculated on a percentage basis (14.0% fixed rate) of the Town's construction cost.
6. Engineering Administration does not apply to this item of work.
7. TOG is credited for standard chain link fence not installed in lieu of TOG fence.
8. TOG allowance for half the cost of standard chain link fence not installed in lieu of block walls by developers.

**EXHIBIT "A"**  
**ITEM 5 IGA COST BACKUP**

Item No	Item Description	Unit	Quantity	Unit Price	Amount
<b>ITEM 5 - TRAIL SYSTEM</b>					
1		SQ.FT.	68,623	\$2.25	\$154,401.75
2	9080242 CONCRETE SIDEWALK (HEAVY BROOM FINISH)	SQ.FT.	1,200	\$4.00	\$4,800.00
3	9080243 CONCRETE SIDEWALK (WOOD GRAIN FINISH)	L.FT.	34	\$35.00	\$1,190.00
4	9151116 CONCRETE (DIVIDER WALL)	EACH	1	\$500.00	\$500.00
5	9158903 BOLLARD (REMOVABLE)				
6	<b>SUBTOTAL ITEM 5 - TRAIL SYSTEM</b>				<b>\$160,891.75</b>
7	MAINTENANCE OF TRAFFIC SHARE <sup>1</sup>	L.SUM	1	1.5% of (A)	\$0.00
8	CONSTRUCTION SURVEYING AND LAYOUT SHARE <sup>2</sup>	L.SUM	1	1% of (A)	\$1,609.00
9	CONTRACTOR QUALITY CONTROL SHARE <sup>3</sup>	L.SUM	1	1% of (A)	\$1,609.00
10	MOBILIZATION SHARE <sup>4</sup>	L.SUM	1	10% of (A)	\$16,089.00
11	<b>SUBTOTAL CONSTRUCTION COST</b>				<b>\$180,198.75</b>
12	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION <sup>5</sup>			14% of (B)	\$25,228.00
13	DESIGN ENGINEERING				\$0.00
14	5% ENGINEERING ADMINISTRATION <sup>6</sup>			5% of (C)	\$0.00
15	<b>TOTAL ITEM 5 - TRAIL SYSTEM</b>				<b>\$205,426.75</b>

Notes:

1. Maintenance of Traffic does not apply to this item of work.
2. Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the Town's items.
3. Contractor Quality Control was calculated on a percentage basis (1.0% fixed rate) of the construction cost of the Town's items.
4. Mobilization was calculated on a percentage basis (10.0% fixed rate) of the construction cost of the Town's items.
5. Construction Engineering and Administration is calculated on a percentage basis (14.0% fixed rate) of the Town's construction cost.
6. Engineering Administration does not apply to this item of work.

**EXHIBIT "A"**  
**ITEM 6 IGA COST BACKUP**

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	<b>ITEM 6 - WIDENING VAL VISTA FOR DUAL SB LEFT TURNS</b>	CU.YD.	229	\$10.00	\$2,290.00
2	2030501 STRUCTURAL EXCAVATION	CU.YD.	132	\$20.00	\$2,640.00
3	2030506 STRUCTURAL BACKFILL	CU.YD.	133	\$15.50	\$2,061.50
4	3030022 AGGREGATE BASE, CLASS 2	CU.YD.	450	\$20.00	\$9,000.00
5	4010010 PORTLAND CEMENT CONCRETE PAVEMENT (10")	SQ.YD.			
6	4040282 ASPHALT BINDER (PG 76-16)	TON	4	\$200.00	\$800.00
7	4060006 ASPHALTIC CONCRETE (3/4" MIX)	TON	83	\$20.00	\$1,660.00
8	4060026 MINERAL ADMIXTURE (FOR 3/4" MIX)	TON	1	\$90.00	\$90.00
9	6010002C STRUCTURAL CONCRETE (CLASS S) (FC=3000)	CU.YD.	34	\$240.00	\$8,160.00
10	6010003C STRUCTURAL CONCRETE (CLASS S) (FC=3500)	CU.YD.	117	\$260.00	\$29,250.00
11	6010005C STRUCTURAL CONCRETE (CLASS S) (FC=4500)	CU.YD.	212	\$275.00	\$58,300.00
12	6010831C GROOVE BRIDGE DECK	SQ.YD.	419	\$5.00	\$2,095.00
13	6011349C DECK JOINT ASSEMBLY (5/8" COMPRESSION SEAL)	L.FT.	26	\$129.00	\$3,120.00
14	6011371C APPROACH SLAB (SD 2.01)	SQ.FT.	350	\$9.00	\$2,970.00
15	6020001C PRESTRESSING CAST-IN-PLACE CONCRETE:STA (2675+)	L.SUM	1	\$15,400.00	\$15,400.00
16	6050002C REINFORCING STEEL	LB.	6,710	\$0.75	\$4,232.50
17	6080048D DRILLED SHAFT FOUNDATION (48")	L.FT.	100	\$140.00	\$14,000.00
18	9210012 MEDIAN PAVING (CONCRETE PAVERS)	SQ.YD.	275	\$35.00	\$9,625.00
19	<b>SUBTOTAL ITEM 6 - WIDENING VAL VISTA FOR DUAL SB LEFT TURNS</b>				\$207,744.00 <sup>(A)</sup>
20	Maintenance of Traffic Share <sup>1</sup>	L.SUM	1	1.5% of (A)	\$0.00
21	CONSTRUCTION SURVEYING AND LAYOUT SHARE <sup>2</sup>	L.SUM	1	1% of (A)	\$0.00
22	CONTRACTOR QUALITY CONTROL SHARE <sup>3</sup>	L.SUM	1	1% of (A)	\$0.00
23	MOBILIZATION SHARE <sup>4</sup>	L.SUM	1	10% of (A)	\$0.00
24	<b>SUBTOTAL CONSTRUCTION COST</b>				\$207,744.00 <sup>(B)</sup>
25	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION <sup>5</sup>			14% of (B)	\$29,084.00
26	DESIGN ENGINEERING				\$0.00 <sup>(C)</sup>
27	5% ENGINEERING ADMINISTRATION <sup>6</sup>			5% of (C)	\$0.00
28	ADDITIONAL R/W				\$20,000.00
29	<b>TOTAL ITEM 6 - WIDENING VAL VISTA FOR DUAL SB LEFT TURNS</b>				\$256,828.00
30	<b>TOWN OF GILBERT'S SHARE IS 50% OF THE COST</b>				\$128,414.00

Notes:

1. Maintenance of Traffic does not apply to this item of work.
2. Construction Surveying and Layout does not apply to this item of work.
3. Contractor Quality Control does not apply to this item of work.
4. Mobilization does not apply to this item of work.
5. Construction Engineering and Administration is calculated on a percentage basis (14.0% fixed rate) of the Town's construction cost.
6. Engineering Administration does not apply to this item of work.

**EXHIBIT "A"**  
**ITEM 7 IGA COST BACKUP**

Item No	Item Description	Unit	Quantity	Unit Price	Amount
<b>ITEM 7 - ARCHITECTURAL DETAILS</b>					
2	BRIDGES AT LINDSAY RD, VAL VISTA DR, PELOS RD AND SANTAN VILLAGE PARKWAY; AND BASIN P SPILLWAY <sup>7</sup>	L.SUM	1	\$15,000.00	\$15,000.00
3					
4					
5	<b>SUBTOTAL ITEM 7 - ARCHITECTURAL DETAILS</b>				<b>\$15,000.00</b>
6	MAINTENANCE OF TRAFFIC SHARE <sup>1</sup>	L.SUM	1	1.5% of (A)	\$0.00
7	CONSTRUCTION SURVEYING AND LAYOUT SHARE <sup>2</sup>	L.SUM	1	1% of (A)	\$0.00
8	CONTRACTOR QUALITY CONTROL SHARE <sup>3</sup>	L.SUM	1	1% of (A)	\$0.00
9	MOBILIZATION SHARE <sup>4</sup>	L.SUM	1	10% of (A)	\$0.00
10	<b>SUBTOTAL CONSTRUCTION COST</b>				<b>\$15,000.00</b>
11	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION <sup>5</sup>			14% of (B)	\$0.00
12	DESIGN ENGINEERING				\$0.00
13	5% ENGINEERING ADMINISTRATION <sup>6</sup>			5% of (C)	\$0.00
14	<b>TOTAL ITEM 7 - ARCHITECTURAL DETAILS</b>				<b>\$15,000.00</b>

Notes:

1. Maintenance of Traffic does not apply to this item of work.
2. Construction Surveying and Layout does not apply to this item of work.
3. Contractor Quality Control does not apply to this item of work.
4. Mobilization does not apply to this item of work.
5. Construction Engineering and Administration does not apply to this item of work.
6. Engineering Administration does not apply to this item of work.
7. Lump sum cost based on \$1/sf of wall surface.